

# UNOFFICIAL COPY

LOAN # 87116130

88214806

51172319

BOX 112  
BELL FEDERAL SAVINGS AND LOAN  
5555 WEST 95TH STREET.  
OAK LAWN, IL 60453

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY...03.....  
1988..... The mortgagor is MARK R. FLAMM AND ANN M. FLAMM HIS WIFE.....  
("Borrower"). This Security Instrument is given to.....  
**BELL FEDERAL SAVINGS AND LOAN ASSOCIATION**, which is organized and existing  
under the laws of **THE UNITED STATES OF AMERICA**, and whose address is.....  
**Monroe & Clark Streets Chicago, Illinois 60603** ("Lender").  
Borrower owes Lender the principal sum of **FIFTY THREE THOUSAND AND 00/100**  
..... Dollars (U.S. \$..53,000.00.....). This debt is evidenced by Borrower's note  
dated the same date as this Security Instrument **07-01-2018** which provides for monthly payments, with the full debt, if not  
paid earlier, due and payable on ..... This Security Instrument  
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and  
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property  
located in ..... COOK..... County, Illinois:

THE NORTH 1/2 OF LOT 44 AND ALL OF 1,01 & 15 IN BLOCK 2 IN SECOND ADDITION TO  
FREDERICK H. BARTLETT'S 63RD STREET INDUSTRIAL DISTRICT IN THE EAST 1/2 OF THE  
SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

88-214806

COOK COUNTY CLERK'S OFFICE  
88-214806

ACPT-01  
T#1444 TRAN 2604 05/19/88 15:10:00  
#6731 # D \*-DB-214806  
COOK COUNTY RECORDER

PERMANENT TAX I.D. NUMBER 19-18-418-050, VOLUME 397

which has the address of **6109 S. NASHVILLE** ..... **CHICAGO**.....  
[Street] [City]  
Illinois ..... **60638** ..... ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or  
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the  
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to  
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.  
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any  
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with  
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

\$16.00

Form 3014 12/83  
44713 BAF SYSTEMS AND FORMS  
CHICAGO, IL



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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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referred to in this section of the notice of acceleration, the notice of acceleration may be given by the Borrower to the Lender at any time during the period of acceleration.

16. Borrower shall be given one conforming copy of the Note and of this Security Instrument to the secured party.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, this option shall not be exercisable by Lender if Lender is precluded by law from exercising its security interest in full or if all rights

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without amending the Note.

14. Notices. Any notice to Borrower provided for in this Security Interest must shall be delivered in writing to or by mailing it by first class mail unless otherwise specified herein to another address by notice to Lentor. Any notice to Borrower provided for in this Security Interest must shall be delivered when given as provided

13. Legislation Arrangement Lenders' Rights. If genericment, if application of applicable law has the effect of rendering any provision of the Note or this Security Instrument ineffective according to its terms, Lender, at its option, may render ineffective any provision of the Note or this Security Instrument in full or in part by recording it in the records of the county or city where the property is located.

12. **Loan Charges.** If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that it is interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the loan charge to the permitted limits; and (b) if no sums already collected from Borrower will be refunded to him to make up the difference between the amount he paid and the amount he would have paid if the principal payment within any prepayment period were under the Note.

11. Successors and Assignees; Round; Joint and Several Liability; Co-Signers. The covenants of this Security Instrument shall bind and succeed to the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to Lender and Borrower under the terms of this Security Instrument, notwithstanding any provision to the contrary in any agreement between Lender and Borrower.

10. Borrower Not Responsible for Payments Related to Preparations | And 2 of changing the amount of such payments, modification of conditions of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower or to any other person holding title to the property described in the Note or Waiver. Extension of the time for payment of the amounts of such payments, modification of conditions of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower or to any other person holding title to the property described in the Note or Waiver. Release of the cure date of the Note or Waiver. Extension of the time for payment of the amounts of such payments, modification of conditions of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower or to any other person holding title to the property described in the Note or Waiver.

to the sums recd by this Security Instrument, whether or not then due.  
Unlcg. Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of a claim for damages, Borrower fails to respond to Lender within 30 days after the date notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Security Instruments, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the proceeds shall be applied to the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

9. Condensewater notices in the lime of or prior to an inspection specifying responsible care for the insulation.

8. **Landscape.** Lender or his agent may make reasonable entries upon and inspections of the property. Lender

If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument,

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## (F) Borrower's Right to Limit Monthly Payment

Unless Sections 4(H) and 4(I) below will not permit me to do so, I may choose to limit the amount of my new monthly payment following a Change Date to the amount I have been paying multiplied by the number 1.075. This amount is called the "Limited Payment". If I choose a Limited Payment as my monthly payment, I must give the Note Holder notice that I am doing so at least 15 days before my first new monthly payment is due.

## (G) Additions to My Unpaid Principal

If I choose to pay the Limited Payment, my monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. If so, each month that the Limited Payment is less than the interest portion, the Note Holder will subtract the Limited Payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(C) above.

## (H) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid principal can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed. My unpaid principal could exceed that maximum amount if I pay a Limited Payment. If so, on the date that my paying my Limited Payment would cause me to exceed that limit, I will instead begin paying a new monthly payment until the next Change Date. The new monthly payment will be in an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my current interest rate in substantially equal payments.

## (I) Required Full Payment

Beginning with the first monthly payment after the final Change Date, I will pay the Full Payment as my monthly payment.

## B. ADDITIONAL NON-UNIFORM COVENANTS.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

24. ADDITIONAL INSURANCE. In the event that any, either or all of the undersigned Borrowers shall elect to secure life or disability insurance, or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies; and further agree that the Lender may advance any premiums due and payable on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate.

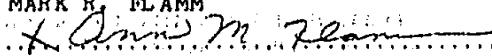
25. RELEASE FEE. Notwithstanding Covenant 2 of the Security Instrument to the contrary, this Security Instrument shall be released upon payment to the Lender of the indebtedness secured hereby, pursuant to the terms hereof and the payment of its reasonable release fee.

26. ASSUMPTION POLICY. Notwithstanding Covenant 17 of the Security Instrument, the Lender shall allow assumption by a prospective purchaser of the property securing this loan provided that; (1) The terms of the Note and the Security Instrument are not otherwise in default. (2) The Lender shall have the right to approve or disapprove the creditworthiness of any assuming party or parties and to deny assumption on the basis of lack of qualifications of the assuming party or parties under the Lender's loan underwriting standards. (3) In any and all events, any Lender shall have the right to charge an assumption fee of the greater of \$400.00 or .ONE . . . percent (. . . .1. . . %) of the then outstanding principal balance of this loan, said assumption fee to be charged to the extent allowed by unpreempted applicable state law.

27. STAFF ATTORNEYS' FEE. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
MARK R. FLAMM.....(Seal)  
Borrower

  
ANN M. FLAMM.....(Seal)  
Borrower

88214806

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•OC12

ADJUSTABLE RATE MORTGAGE RIDER - NATIONAL COST OF FUNDS INDEX = 7.81% (BFS&L)

The NOTE HOLDER will deliver the effective date of any changes in my interest rate and the amount of my monthly payments before mail to me a notice of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notes.

(E) Notice of Changes

new insurance rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(10) ENTREPRENEURSHIP

The Note holder will then determine the amount of the monthly payment that would be due if he repaid the unpaid principal that is expected to owe at the time of the Change Date in full on the maturity date at my regular rate in substantially equal monthly payments. The result of this calculation is called the "Full Payment". It will be the new amount of my monthly payment unless I choose the amount permitted by Section 4(F) below.

The percentage share of this town will never exceed 13.400 percent per annum.

#### **Be collective after the final Change Date.**

WWW.BEANSANDCO.COM

This limitation and the limitation on the new monthly payment increase by more than 2% per centage points at any change Date.

TWO - AND ONE-HALF - .Percentage points (.....-2.500-,%). Current market, The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

କୁଳାଙ୍ଗ ଜାତୀୟ ପାଇଁ ଲୋକଙ୍କ  
ରାଜିନାମାର୍ଗ ଓ ମହାନାମାର୍ଗ (୧)

If the index is no longer available, the Note Holder will give me notice of this choice.

Beginning with the first Change Date, monthly interest rate will be based on an index. The most recent index made available as of the date before each Change Date is called the "Current Index". The "Index" is the national monthly index of funds for Federal Savings and Loan Insurance Corporation Insured Savings and Loans, as made available by the Federal Home Loan Bank Board.

(B) The Index  
that day every month there will be a date on which my integrated file could be called a "Change Date".

(A) Change Dates

**INTEREST RATE AND MONTHLY PAYMENT CHANGES: BORROWERS RIGHT TO LIMIT PAYMENT**

The Note provides for an initial interest rate of 6.900%. The Note provides for changes in the interest rate and the monthly payments, as follows:

5

Borrower and Lender further covenant and agree as follows:

Digitized by srujanika@gmail.com

• 100 •

6109 U.S. NAHSHVILLE, CHICAGO, IL 60638  
is incorporated into and shall be deemed to amend and supplement the Mortgagor, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("the "Borrower") to secure Borrowers Adjustable Rate Note (the "Note") to BELL, PEPPER, SAVINGS AND LOAN ASSOCIATION, of the same date and covering the property described in the Security Instrument and located at:

(ANNUAL AND LIFETIME RATE CAPS)

DETAILED

**LOAN NUMBER**